

CITY OF WILMINGTON

NOTICE

Upon receiving this proposal by internet, email sharon.shaffer@wilmingtonnc.gov to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

BID INVITATION

BID NAME: Fire Boat
BID NUMBER: 55-306
BID OPENING: 2:00 PM, April 11, 2006

SUBMIT BIDS TO: PURCHASING MANAGER
P.O. BOX 1810
320 CHESTNUT STREET,
2nd FLOOR
WILMINGTON, N. C. 28402

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this bid invitation to obtain proposals for supplying the materials, supplies and/or equipment listed on the Proposal Sheet. You are requested to submit your bid on the enclosed Proposal Sheet and return the entire package to the Purchasing Manager, City of Wilmington, Post Office Box 1810, Wilmington, North Carolina 28402 no later than the time specified in the bid advertisement.

Marking of Bid Envelopes

Bids must be contained in a sealed envelope, plainly marked, showing the bid name, bid number, date, time for opening bids and the bidder's name.

Late Bids Not Considered

Bids received after the stipulated bid opening date and time will not be considered.

Compliance With Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal equipment. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the equipment offered is exactly as specified. The City of Wilmington reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the City from a standpoint of quality, price and service to be rendered.

Standard Equipment

To protect the interest of the City, the bidder guarantees that the equipment bid is standard equipment with parts regularly used for the equipment offered. There must be no parts or attachments substituted or applied contrary to the manufacturer's recommendations and standards unless expressly called for in the specifications.

Warranty

In submitting a bid, the bidder warrants that all goods furnished shall be free from all defects and shall conform in all respects to the Technical Specifications established herein. Unless otherwise specified all items shall be guaranteed for a minimum of one (1) year against defects in material and workmanship. At any time during that period, if a defect should occur in any item, that item shall be repaired or replaced by the seller at no obligation to the buyer except where it can be shown that the defect was caused by misuse. The bidder expressly warrants that all items bid are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular purpose for which the goods will be used, the goods offered by Bidder shall be fit for this purpose.

Shipping

All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer.

Unit Prices to Prevail

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

Bid Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the time specified for the bid opening upon written or personal request of the bidder. No bid may be withdrawn for a period of thirty (30) days after the scheduled bid opening time and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid subsequent to such bid opening.

Use of Brand Names And References

Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish otherwise it is fully understood that they shall furnish all items as stated.

Alternate Bids

Bids submitted as alternate which do not meet or exceed the minimum specifications shall be rejected except that minor deviations may be acceptable. The City shall be the sole judge of what is considered a minor deviation.

Time For Delivery

The time for delivery must be stated in calendar days on the Proposal Sheet and may be a factor in making awards, price notwithstanding.

Point of Delivery

Unless otherwise specified on the Purchase Order the point of delivery shall be the City Warehouse, 9th and Fanning Streets, Wilmington, North Carolina 28401.

Rejection of Bids

The City reserves the right to reject any and all bids.

Award

Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract. Time of delivery and prompt payment discounts will be considered in breaking tie bids.

Brochures And Literature

Your proposal must be accompanied by descriptive literature marked indicating the exact item(s) bid upon. The term "as specified" will not be acceptable.

Addendums

The City of Wilmington shall not be responsible for any oral instructions made by its employees or officers of the City in regards to the bidding instructions, drawings, specifications or contract documents. Any changes to the specifications will be in the form of an Addendum which will be mailed to all bidders who are listed with the Purchasing Division as having received the invitation or any other bidder who requests an Addendum.

Responsibility of Compliance With Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington in full for all equipment delivered as soon after complete delivery and receipt of a correct invoice as can be processed in accordance with these specifications.

Any company submitting a "No Bid" in response to a bid invitation should clearly mark the outside of the envelope.

Terms and Conditions attached to the bid by the bidder and made a condition of purchase may render the bid non-responsive and may be rejected by the City of Wilmington.

Terms and Conditions included herein are an integral part of the bid document and shall prevail unless changes or attachments are agreed to and initialed by the City of Wilmington prior to the bid opening.

Introduction in Use of Goods; Demonstration

A demonstration may be required of the goods bid upon. The demonstration

shall be at no cost to the City. If the bidder cannot make a demonstration within twenty days of the request, his or her bid may be rejected. Performance of the equipment at the demonstration must be made with the exact equipment offered in the bid and may be completed at the same time as competitive demonstrations.

Trade-Ins

Goods listed for trade-in, if any, may be examined after contacting the Purchasing Division. Goods listed for trade-in are represented "as is" and "where is". Such goods will be released to the successful bidder after receipt of the new equipment and in the same condition as when examined excepting normal wear and tear.

The City reserves the right to retain goods listed as trade-in if it is deemed to be in the best interest to do so.

Training/Safety

When requested or required, a factory trained representative shall be present at the time of delivery to train City Personnel in the use of and/or safety aspects of the equipment or chemical. The factory representative shall effectively train the City Personnel in all aspects including assembly, disassembly, operating procedures, safety and any other training necessary for its safe and effective use. Items received without sufficient training when requested will be set aside and payment withheld until sufficient training can be completed.

This training shall include OSHA related training in the handling of hazardous materials.

MSDS sheets must be sent with each order. Failure to provide MSDS sheets prior to or at the time of delivery will result in withholding payment until such sheets are received.

Service

All vehicles furnished under this bid shall receive without additional cost whatsoever the usual check-up, guarantees and adjustments identical to that which is normally furnished on vehicles sold to the general public.

Manuals

One (1) parts, one (1) service and one (1) operators manual shall be furnished with each type vehicle delivered.

TECHNICAL SPECIFICATIONS
BID NAME: FIRE BOAT
BID NUMBER: 55-306

General

The City of Wilmington is seeking proposals for a vessel of the type described below. Deviations will be accepted as long as the intent of the specification is met. All deviations must be outlined one by one and described in detail in a separate letter and must include drawings. Bids must be firm for sixty days.

**Specifications for 5000 Gallon Per Minute
50'-55' Fire/Rescue Multi-Use Vessel**

A. General Description of Vessel

The vessel will be a twin screw propeller driven deep-V hull fire boat constructed of welded aluminum. An aluminum pilothouse will be fitted to a flush deck. The pilothouse shall be set just forward of midship and contain the helm station on center with all the appropriate controls and instruments. Access to the pilothouse will be through a rear door. All radar and radios will be located in a position relative to the helmsman's position. The helm station will be located across the front of the pilothouse to accommodate the following:

- a. Pilot seat
- b. Controls for engines and steering
- c. Instrumentation panel
- d. Navigation electronics
- e. Storage space for Fire Department gear

The vessel will be constructed so that propulsion engines and pumping engines are separate function and the engine room shall contain two propulsion engines, two fire pump engines, two fire pumps, generator and auxiliary systems. The vessel will be required to maintain a top speed of 28 knots fully loaded including a four man crew. Access to all required compartments will be provided as required by typical construction methods or as needed by buyer. The vessel shall pump a minimum of 5000 gallons per minute and maintain its position in a 6 knot current. The vessel will also be fitted with a foam system containing a minimum of 200 gallons of firefighting foam concentrate and ability to deliver foam to the various discharge outlets and monitors located on the vessel at strategic points.

The vessel will be divided into separate watertight compartments: the forepeak, the forecastle, the fuel tank compartment, the engine room and any other areas as deemed necessary for the stability and safe operation of the vessel. Access to the forecastle will be through a stairwell located in the pilothouse. The forepeak shall have access through a watertight hatch located above the space on the deck for emergency escape. There shall be a watertight bulkhead between the forecastle and the tank room located aft of the forecastle. The tank room will contain two fuel

tanks and a foam tank. The engine room will be accessible through a watertight door in the bulkhead. There shall be a flush mounted deck hatch to provide egress and access to the engine room. Hinged hatches shall provide access to engines and pumps for crane access if needed. Aft of the wheelhouse will be a large open deck area. A dive platform shall be constructed at the stern of the vessel with access via a transom door from the main deck. The dive platform shall be of sufficient size (approximately 14'W x 3' D) as to allow divers to operate safely and enter and exit from the water via a retractable ladder on the platform. Exact dimensions of the platform will be determined at a later date by the purchaser.

1. This bid has been initiated for the construction of a fire/rescue vessel to be operated by the Wilmington Fire Department on the waters of the Cape Fear River, Intracoastal Waterway and their tributaries.
2. The vessel will be constructed to the builders normal standards of construction, be designed for military /municipal service. The vessel will be constructed in compliance and conformance with accepted marine construction practices for vessels of this kind and required United States Coast Guard Rules and Regulations for construction of aluminum vessels. In addition, all guidelines published by the American Boat and Yacht Council Standards Recommended Practices for Small Craft and NFPA 1925 Class B requirements will be adhered to. Vessel construction designed for recreational type service will not meet the intent of these specifications and will be rejected.
3. The operational mission of this vessel will be to enhance the firefighting capabilities of the Wilmington Fire Department, to serve as a search and rescue vessel and assist in other public safety matters on or about the waterways bordering the City of Wilmington.
4. Bidder must provide verifiable proof of designing and constructing vessels comparable to the hull design, layout and propulsion system of the vessel specified in this bid and for the intended use of the vessel as stated in this bid for the waters to be operated upon as stated in this bid.
5. Bidder must provide evidence of being a designer and manufacturer of aluminum vessels comparable to the vessel specified in this bid for a period of not less than 15 years.
6. Bidder shall describe its company history, years in operation, number of employees and, in general, its ability to construct the vessel as described herein.
7. To insure continued service and long life of the vessel, the hull must be made of welded aluminum construction using grades of metal specified.
8. Bidder is required to submit drawings of its proposed vessel. Drawings must be scaled and profile, deck arrangement and below deck arrangements. Drawings will be returned to unsuccessful bidders.
9. Production vessels must be built as shown on drawings. Deviations from the drawings must be submitted to the Wilmington Fire Department for approval prior to production modifications.
10. Vessel will be purchased only from an experienced aluminum boat builder who has been in business for a minimum of 15 years. Each bidder will be required to supply the Wilmington Fire Department with a list of at least (5) state, federal or municipal agencies that have purchased its product. This list will include agency name, location, phone number, and point of contact. In addition a photo of the vessel sold must accompany the list.

11. Any deviation from these specifications must be clearly identified and exceptions explained in detail as to what each one is and identify an alternative method to the exception, while in no way lessening the integrity, performance and operation of the vessel.

B. Certificate and Vessel Documentation

Upon request, the owner will be responsible for supplying in writing the vessel name, hailing port of documentation and company and all information necessary for the builder to obtain the Official Number. The builder will stamp the official number into the aft engine room bulkhead. Documentation process will be completed by owner after builder has been paid and handed over the Bill of Sale and Builders Certification CG-1261.

Upon completion of the vessel, the builder will supply the owner with two copies of the Parts Manual which will contain system drawings, parts lists and necessary information to perform maintenance work on the vessel.

C. Vessel Stability

The vessel will be designed to comply with United States Coast Guard simplified stability requirements for protected waters and National Fire Protection Association 1925 wind heel criteria. Operation of all monitors to port or starboard at the same time will not cause the vessel to heel more than 10 degrees or reduce freeboard by more than 1/2.

D. General Arrangements, Construction And Dimensions

The vessel structure shall be designed in accordance with USCG NVIC 11-80 or DVN HSLC enhanced by experience in building all aluminum boats of this size and configuration. The vessel's hull design is to be Deep-V and must incorporate the following features:

1. Chines at least 6.5" wide aft tapering to approximately 2" forward
2. At least two (2) lifting strakes per side
3. Radiused bow
4. Sides forward of midship must be highly flared
5. The bottom V angle must continuously twist from 20 degrees to 50 degrees at the bow. Constant dead rise designs are not acceptable.
6. Four watertight bulkheads with bulkhead drainage valves. Bulkheads shall be water tight to within 6" of the deck.
7. Welded aluminum diamond plate floors in the pilothouse
8. A heavy duty "D" shaped 6" rubrail surrounding the entire sheerline and transom of the vessel and a second tier of heavy duty "D" shaped 6" rubrail extending 7 feet forward from the stern at approximately 12' above the waterline, secured by welded aluminum angle 1-1/2" x 1-1/2" #5086 alloy.
9. Radiused transom and radiused transom corners
10. A cambered bow, side and stern decks finished with slip resistant coating
11. An extended recessed aft cockpit measuring 5'9"L x 9'0" W. Two watertight hinged aluminum watertight hatches to allow access to rudder posts.
12. A 36" hinged transom door will allow direct access to dive platform
13. Rigging tubes and wire ways shall be provided as follows: from dash to engine room; dash to forepeak; and dash to lazarette.

14. Hull to utilize longitudinal method of framing. Longitudinals to be supported by heavy transverse framing and watertight bulkheads. Scantlings shall be 6000 series grade aluminum and plating shall be 5086 marine grade aluminum as reflected below:

Transom plating-----1/4" #5086
Hull bottom aft-----3/8" #5086
Hull bottom forward----5/16" #5086
Sheer guard-----3/8" #5086
Bulkheads-----3/16"
Decks-----3/16"
Longitudinals-----Bulb T
Hull sides-----1/4" #5086
Chine Flat-----5/16" #5086

E. Hatches

1. Two (2) 15"x24" watertight hatches installed in recessed aft cockloft to provide access to rudder ports.
2. Two (2) watertight engine access hatches with heavy duty hinges, gas shocks and safety latches.
3. One (1) engine room personnel access hatch with gas shock and engine room ladder. The door will be aluminum marine grade weather tight door.
4. One (1) cabin floor access cover for bilge inspection.
5. Aluminum floor plates in engine room compartment and auxiliary machine space.
6. Two (2) 16" x 16" lexan hatches in wheelhouse roof above helm and pump stations.
7. One (1) 15" x 24" access to forecandle area and forepeak area.

F. Windows

Forward wheelhouse windows and side windows will be marine grade, 1/2" un-tinted tempered and laminated, heated glass for defogging and deicing. Remaining side windows and aft windows will be un-tinted 1/4" tempered glass.

G. Window Wipers

Heavy duty commercial grade pantographic arm window wipers with 2 gallon washer tank will be installed on the forward facing windows in the wheelhouse.

H. Handrails

Handrails will be arranged as appropriate on all side of the pilothouse and around the fore and aft decks and extending forward and aft. Suitable handrails and grab bars will be fitted in the interior of the pilothouse for safety in rough weather. Exact locations for all handrails will be determined in conjunction with buyer and manufacturer. Handrails will be constructed using Sch 80 1" aluminum pipe

I. Stairs and Ladders

Ladders will be fitted to the engine room and roof access. Stairs will be safety treads where needed.

J. Pilothouse

An all welded extended aluminum pilothouse shall be provided with an aft cabin bulkhead and a 36" insulated door with dogs, stainless steel padlock hasp and window. Access doors shall also be provided on port and starboard side of the pilothouse.

1. Two (2) aluminum framed sliding windows with ¼" safety glass per side shall be provided on pilothouse
2. Two (2) ¼" clear safety glass fixed aft bulkhead windows
3. 2" insulated overhead with liner. (Liner to be determined at a later date)
4. 1" insulated pilothouse sidewalls (roof to floor) with side liners
5. 1" insulated aft bulkhead with liner
6. All welded aluminum pilothouse painted floor with commercial grade matting
7. Black dash surface and forward window posts
8. Two (2) Air Ride pilot/companion seats with folding armrests, arms, slides secured to aluminum open faced storage boxes
9. All-welded aluminum dash and bulkhead with high profile instrument pod
10. One overhead wireway with removable panel
11. Three (3) window posts wireways
12. Four (4) overhead dome lights, red/white combination
13. The wheelhouse will be provided with adequate heating and cooling equipment
14. Settee with table – Aluminum L shaped, located on port side, or as preferred by builder
15. Two (2) 36" seat bench/storage boxes with cushioned seats and upholstered backrests

K. Optional Head Facilities

Head facilities will consist of an enclosed toilet and treatment system, macerator and 75 gallon holding tank with pump-out fitting. Sink with vanity with hot and cold pressure water. Ample lighting will be provided. Toilet will be supplied with an exhaust fan.

L. Potable water System

Vessel to be equipped with an 80 gallon potable water system.

M. Deck and Hull Components

1. Six (6) 15” stainless steel cleats with back-up plates strategically located on the port and starboard sides.
2. Bilge system to include three (3) 3750 bilge pumps with three (3) auto/manual switches and audible back-up alarm system with red light. Bilge pumps and bilge pump area will be easily accessible for repairs, maintenance and cleaning.
3. Two (2) 225 gallon aluminum internal fuel tanks with baffles, electric gauge and shut-off valves. Also will include fuel gauge sending unit.
4. One (1) bow storage compartment with hatch and floor.
5. One (1) towing package consisting of a single post tow bitt located aft end of main deck on centerline. One (1) tow line reel located in the aft cockpit on centerline below the tow post, and one (1) removable tow safety screen.
6. A 500 lb. davit equipped with an electric winch and single pulley with 12” sheave located on the port quarter.
7. V-shaped bow fendering constructed of 6” “D” shaped rubber bumper welded in place with a vertical centerpiece on centerline; fendering will extend from chine to sheer.
8. An aluminum mast attached to the pilothouse roof on centerline with cross trees and bracket mounts in order to accommodate mounting platforms for radar, lights, antennas, speakers, etc. Mast must be hinged to assist in lowering and lock into position when erect.
9. A heavy duty double tow post located on stern.
10. Six (6) sacrificial hull anodes.
11. Four (4) heavy-duty lifting eyes with stainless steel inserts.
12. Four (4) heavy-duty single post mooring bitts.
13. One (1) double plate, keel only, 1/3 hull length aft of stern.
14. One (1) roof ladder mounted on aft cabin bulkhead, port or starboard.

N. Fire System

The vessel will be equipped with a twin fire system capable of pumping a minimum of 5000 gallons per minute @ 150 psi or more. Pumps will be powered by Caterpillar, or equal, engines of a size to be determined by the manufacturer that will deliver the gallons per minute specified by the buyer.

The fire system will be remote from the main propulsion system and have the capability of independent operation with manifolding to deck guns and gated “Y”s to direct the flow as needed. The fire system will be comprised of two (2) independent systems, diesel powered through Hale 80 BG pumps, or equal. Each pump will be rated @ 2500 gpm @ 150 psi. The fire system will include the following equipment:

1. Two (2) 8" sea chests, minimum, with intake grills.
2. Two (2) 8" sea cocks and piping leading to the fire pumps.
3. There will be flexible fittings between the sea cocks and fire pumps.
4. There will be a gated Wye on the aft deck connecting to (2) 2 1/2" ball valves.
5. Hale VDC priming system and relief valve will be installed on each pump in accordance with the manufacturer's recommendations and will discharge overboard.
6. Pressure side fire piping will be 6" schedule 40 aluminum pipe (6061 alloy) installed below deck. All joints will be welded, with attention paid to weld intrusions, slag build up and other defects that will cause turbulence within the fire flow. All bulkhead, deck, valve, and appliance connections will be accomplished using weld on 150lb aluminum flanges and gaskets. Flanges will be joined together with stainless steel bolts, docking nuts and washers (alloy 302 minimum). There will be a flexible joint between the fire piping and fire pump.
7. Fire piping will lead to the bow deck pipe and Elkhart monitor #299-20, or equal, also to aft deck pipes, (2), and Elkhart monitors #299-20, or equal. Additionally, fire piping will lead to a roof top monitor, electric remote, Elkhart #8294-04, or equal. There will be twin 2-1/2" capped pipe discharge wyes located on the aft deck pipes. There will be a 3" ball valve located between the wye and deck pipe.
8. The Fire System will include foam education capability manifold throughout the system and a minimum of 300 gallons of foam storage tank and the capability to introduce foam at the rate of 1%, 3%, or 6% of AFFF foam concentrate.
9. Fire System Controls and monitoring will be located in the pilothouse within ready access of the pilot and mate position.

O. Paint and Finish (Colors to be specified at later date)

1. The entire vessel will be painted with polyurethane acrylic paint with appropriate primers applied. Hull and cabin door will be painted_____. Decks shall be finished with gray non-slip coating. Vessel bottom will be primed and painted with anti-fouling bottom paint.
2. Hull graphics will be in 8" block lettering, color_____, to be located on topsides.
3. Hull graphics will include boat name and hailing port on transom in 6" block lettering, color_____.
4. Hull graphics to include bootstripe at water line, color_____.

P. Auxiliary Equipment

Vessel will be equipped with a 12kw generator 120/240 volt single phase Northern Lights, or equal, genset. The generator will be provided with the following equipment:

4 cylinder 4 cycle diesel engine water cooled
Heat exchanger cooled
Wet exhaust system
Resilient Mounts and drip pan
Coolant heater
10kw 120/240 volt single phase alternator
12 volt starting and battery charging system
Gauge/start/stop panel in the pilothouse
Rotary transfer switch and power available lights located in the console.

Additional Requirements: The generator will supply four (4) receptacles located in the engine compartment, two (2) inside and outside of the pilothouse, and supply an ample amount of lighting in the engine room compartment and deck house. The generator will be wired so as to allow operation of engine heaters as equipped.

Shoreline power supply will be routed through a transfer switch and will operate the same electrical equipment as the generator.

All electrical outlets will be ground fault breakers.

Q. Safety and Navigational Equipment

1. One (1) compass with 4.5 lighted card
2. Overhead electronics rack installed over helm
3. One (1) 8" brass fog bell
4. Two (2) radar systems, Furuno Model 1712, 24 NM, or equal, with 7" LCD and dome antennas
5. One (1) VHF/FM radio, ICOM 602, or equal, including flush mount kit, antenna and mount and PA speaker.
6. One (1) GPS, Furuno Model GP32, or equal
7. Four (4) Bilge, or equal, high water alarms
8. One fathometer, 0'-999', Lowrance Model 3500, or equal, with digital read-out and thru-hull mounted transducer
9. Two (2) 30" ring buoys with water lights
10. One (1) carbon monoxide detector, Xintex CMD-3M or equivalent in engine room
11. One (1) siren-P/A system
12. Four (4) docking lines, 3-strand nylon, 5/8" x 25'
13. Six (6) fenders, 10" x 26" with line

14. One (1) anchor, 40 lb, with 300 of line, chocks, thimble, shackles and 10' chain
15. FM 200 CO2 automatic engine room fire extinguishing system, with manual override and discharge delay. Manual activation switch located in pilothouse.

R. Other Mechanical Items

The following equipment will also be supplied and installed by the builder:

1. One (1) engine driven bilge system with deck wash-down
2. A hydraulic steering system with destroyer-type stainless steel wheel
3. Air conditioning system consisting of one (1) 24,000 BTU unit to provide air conditioning to pilothouse. System will be dual function to provide heat on demand.

S. Propulsion

1. The vessel will be powered by twin Caterpillar, or equal, inboard diesel engines, (Model to be specified by manufacturer to meet speed and pump needs of buyer), with Twin Disc MG 5090A marine gears (2:1) w/ solenoid shift and Twin Disc electronic engine controls.
2. Vessel shall include the installation of the following engine-related equipment:
 - a. Two (2) 8D 12-Volt batteries with boxes; cables and disconnect switches; fuel piping with filters and valves; water cooled exhausts w/mufflers; electrical wiring and plumbing; bronze propellers; controls and cables; flanges; stainless steel prop shafts and rudders; fuel gauges; tachometers; volt meters; hour meters; oil pressure gauges; water temperature gauges; and engine alarms.
 - b. A FLOCS/JABSCO automatic oil change system for main engines
 - c. A Walker Air-Sep for each main engine
 - d. An engine block heater for each engine
 - e. Underwater gear will include the following items: Aquanet 17 shafts, sized to fit application, aluminum air foil-shaped struts, cutlass bearings, 4 blade bronze propellers, and stainless steel wedge shaped rudders with positive stops.
 - f. Heavy duty rudder posts framing tied to bottom and transom
 - g. Stainless steel adjustable rudder tie bar

T. Payment Terms

Builder will specify payment terms and conditions with bid response packet.. If any up front money is required, a performance bond for 100% of the bid must be included with the proposal.

U. Trials and Delivery Terms and Conditions

Water trials will be conducted at the builder's facility in the presence of representatives of the Wilmington Fire Department and their representative to check and confirm installation and operation of all machinery. Propulsion machinery, control system, auxiliary machinery, steering gear, etc. will be thoroughly tested. Any defects found are to be corrected by the builder prior to delivery of the vessel. Any related expenses for representatives to attend trials will be the sole responsibility of the Wilmington Fire Department.

Vessel will be entirely finished, equipped, outfitted and made ready for service prior to delivery.

Upon completion of trials, a general survey may be made by the Wilmington Fire Department to identify any defects which may have developed or any work found to be incomplete or unsatisfactory, any or all of which are to be corrected prior to delivery of vessel

Bidder will provide to the Wilmington Fire Department a written report documenting the results of the water trials.

Vessel is to be delivered to the Wilmington Fire Department within 270 days after receipt of order. Delivery will be made to Wilmington Fire Department, Wilmington, North Carolina. The builder's representatives will be present at delivery for commissioning and orientation period. All related travel expenses for the builders representatives to conduct commissioning and orientation will the responsibility of the builder.

V. Warranty

Bidder will state their warranty period and policy with their bid packet.

W. Conclusion

Bids that do not conform to the vessel described herein, or deviate form the bid specifications, will be cause for rejection. An award will not be made automatically to the lowest bidder. The City of Wilmington reserves the right to accept or reject any or all offers to this solicitation.

PROPOSAL SHEET
BID NAME: FIRE BOAT
BID NO: 55-306

The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making bids or proposals. The bidder further certifies that he is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract, he will abide by all specifications, provisions and conditions contained in the bid invitation.

One (1) 5,000 GPM, 50-55' Fire Rescue Multi Use Vessel \$ _____

Delivery _____ days ARO

Manufacturer _____ Model _____

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL: _____

Is your company a minority owned company? _____ Yes _____ No

If so is it _____ MBE _____ WBE _____ HUB _____ DBE

Is your company certified? _____ Yes _____ No

If so, Certifying agency _____

Bidder's company is: Corporation _____

Partnership/Proprietorship _____

If corporate name is different from above, please show in full.

What state is corporation incorporated in?

Taxpayer I.D. No. (if non-corporate) _____

Company has an Affirmative Action Plan Yes _____ No _____

Plan is in writing Yes _____ No _____

STATE OF NORTH CAROLINA

CONTRACT NO: 55-306

COUNTY OF NEW HANOVER

CONTRACT FOR SUPPLIES OR EQUIPMENT

THIS CONTRACT, made and entered into this the ____ day of _____, 2006, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "CITY"), and _____, (a corporation organized under the laws of the State of _____, having its principal place of office in _____ (a resident of _____, _____ County, _____) (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. Purpose of Contract

The CITY hereby agrees to purchase the items listed below from the CONTRACTOR, and CONTRACTOR agrees to provide the items so listed to CITY in accordance with the provisions of this contract. If bids for the purchase of the items covered by this contract were solicited by public advertisement, CONTRACTOR'S proposal, together with the general specifications, technical specifications and proposal sheet outlined in the bid invitation advertised _____, 2006, and all other portions of the bid invitation so dated are considered part of this contract and are incorporated into this contract.

2. Scope of Services

CONTRACTOR shall supply CITY with the following items, and in the following amounts or quantities:

It is specifically understood and agreed that the CONTRACTOR agrees unconditionally to furnish all of the items referred to above during the stated period or to arrange for the delivery of the items from other suppliers to the CITY in accordance with the prices, terms and conditions of this contract.

3. Delivery

CONTRACTOR agrees to deliver to the specified point of delivery the items in the quantities set forth in Paragraph 2 on or before _____, 2006.

CONTRACTOR acknowledges that the failure to deliver the items as specified shall give the CITY the right to terminate this contract.

4. Price and Payment

The CITY agrees to pay for those items provided by CONTRACTOR as set forth in Paragraph 2 of this contract that are received, approved and accepted by CITY at the following prices:

Payment shall be made by CITY to CONTRACTOR as follows:

5. Default Provisions

(a) The CITY may, subject to the provisions of Paragraph (c) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the CONTRACTOR fails to make delivery of the supplies or equipment or to perform the services within the time specified herein or any extension granted by CITY thereof; or

(ii) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such other period as the Purchasing Manager may authorize in writing) after receipt of notice from the Purchasing Manager specifying such failure.

(b) In the event the CITY terminates this contract in whole or in part, as provided in Paragraph (a) of this clause, the CITY may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or equipment similar to those so terminated, and the CONTRACTOR shall be liable to the CITY for any excess costs for such similar supplies or equipment; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under provisions of this clause.

(c) The CONTRACTOR shall not be liable for any excess of costs if acceptable evidence has been submitted to the Purchasing Manager that failure to perform this contract was due to causes beyond the control and without the fault or the negligence of the CONTRACTOR.

6. Warranties

CONTRACTOR warrants that the specifications of the above named and described supplies or equipment are as set forth by CONTRACTOR and that said supplies or equipment will in all ways comply with the minimum requirements contained in the bid

invitation, general specifications, technical specifications, and proposal sheet incorporated as part of this contract. CONTRACTOR hereby covenants and warrants that the supplies or equipment delivered hereunder shall be free from patent and latent defects, which the CITY and its Purchasing Manager are not in any manner bound, by inspection or otherwise, to discover. The intent and meaning of this section is to place upon CONTRACTOR the sole and exclusive responsibility for delivering the supplies or equipment in accordance with the specifications, schedules and approved plans.

7. Disputes

Except as otherwise provided in this contract, any dispute concerning a fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the Purchasing Manager shall be final and binding.

8. Increases or Reductions of Quantities

The unit prices shall not vary, notwithstanding any increase or reduction in the quantities to be delivered hereunder; and no claims for damages shall be made by or allowed to the CONTRACTOR by reason or such increase or reduction.

9. Inspection

CITY shall receive and shall inventory and inspect the supplies or equipment delivered. CITY shall determine whether the quality of said supplies or equipment is in accordance with the specifications as referenced herein. CITY is authorized to reject supplies or equipment in contravention of this contract and of the said specifications; and CONTRACTOR, at his own cost and expense, shall remove such rejected supplies or equipment upon direction of the CITY.

10. Delivery

The CONTRACTOR shall deliver the supplies or equipment called for as set forth in the contract and within the delivery time specified on the order or written request, which delivery time shall be in accordance with the terms of the bid proposal.

If CONTRACTOR is delayed in delivering any supplies or equipment by any act or omission of the CITY, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, all of which shall be determined and certified in writing by the Purchasing Manager of CITY, whose certificate shall be binding and conclusive upon CONTRACTOR. No claim for damages or delay shall be made by or allowed to CONTRACTOR for such delays.

When delivery is delayed due to causes beyond the control of CONTRACTOR, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, provided he promptly notifies the Purchasing Manager of the CITY in writing of the causes for delay. The Purchasing Manager shall ascertain and determine the facts and extent of delay, which determination shall be binding and conclusive upon the CONTRACTOR. Should such delays inconvenience the CITY by creating an emergency and, thus, necessitate the purchase elsewhere of the supplies or equipment involved, the

Purchasing Manager of the CITY shall have the right to effect such purchases in the open market without liability to the CONTRACTOR; and to the extent such purchases are made, the CONTRACTOR will be relieved of the necessity of furnishing such quantities. In the event CITY exercises the right to affect such purchases, CONTRACTOR shall have no claim for damages against the CITY due to CITY'S failure to purchase the delayed materials from CONTRACTOR.

The Purchasing Manager may refuse an extension of time to CONTRACTOR, unless CONTRACTOR makes application therefor to him in writing prior to the delivery due date. Whenever Purchasing Manager, in his discretion, shall extend the delivery time and such extension shall fall beyond the contract period, such contract period shall be deemed to have been automatically extended for the purpose of completing delivery of such items on which request for delivery was made before the original expiration date.

The delivery and acceptance of any supplies after the time fixed to deliver the same shall not be deemed a waiver for the right of the CITY to terminate this contract or to require the delivery of any undelivered supplies in accordance with this contract.

11. Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

12. Personnel

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY

employment benefits such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

13. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

14. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

15. Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

16. Entire Agreement

The agreement constitutes the entire understanding of the parties.

17. Binding Effect

The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

18. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

19. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

20. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

21. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

22. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

23. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

24. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

CITY OF WILMINGTON, NORTH CAROLINA

By: _____
Sterling B. Cheatham, City Manager

WITNESS:

Steven D. Bridges, Purchasing Manager

APPROVED AS TO FORM:

Thomas C. Pollard, City Attorney

CITY ACCOUNTANT'S CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government
Budget and Fiscal Control Act this the _____ day of _____, 2006.

W. Brent McAbee, Finance Officer

ATTEST:

BY:

President, Vice President,
Assist. Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's
Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____
personally came before me this day and acknowledged that he (she) is the
_____ of _____, a corporation, and
that by authority duly given and as the act of the corporation, the foregoing instrument was signed
in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms.
_____, sealed with its Corporate Seal, and attested by himself (herself)
as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the _____ day of _____, 2006.

Notary Public

My commission expires: _____

(SEAL)